

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO

08 SEP -9 PM 12:50

UNITED STATES OF AMERICA, et al., : CASE NO. C-1-02-107
Plaintiffs, : JUDGE S. ARTHUR SPIEGEL
-VS- : MAGISTRATE HOGAN
BOARD OF HAMILTON COUNTY : REQUEST FOR REVIEW
COMMISSIONERS, et al., :
Defendants. :

I, Eric Raedtke, request that the Court review my Water-in-Basement claim, pursuant to the Court's February 2, 2006, Order. Attached hereto is the information detailing the nature of my dispute.

Respectfully submitted,



Signature

Eric Raedtke

Name (print)

9/8/08

Date

INFORMATION FOR REQUEST FOR REVIEW

Name: Eric Radtke
Address: 4203 Brandonmore Drive
Cincinnati, OH 45255
Phone: 513-708-0140

Nature of dispute and description of your disagreement (attach additional pages if necessary):

The damage related to the WIB claim #2467 at 3377 Blue Rock Road occurred to a rental property residence co-owned by Mr. James Martin and me.

In her rejection letter representing Metropolitan Sewer District of Greater Cincinnati, Ms. Dorothy Carman states that the WIB event was the result of "a problem in the building lateral and not a problem originating in the public sewer." The letter goes on to state that because the lateral is owned by the property owners, and not by MSD, our claim for damages is not valid. Our contention is that MSD is responsible for the necessary repair to the residence based on its actions – no matter where the problem originated.

[CONTINUED ON ATTACHED SHEET]

Date of City's decision (please attach): June 9, 2008

Describe the Relief that you are seeking and any evidence that you have to support your claim. Please attach your original claim and other documents (receipts, photos, videos, etc.) that you would like the Court to review:

Attached is a revised claim summary for the replacement of carpet removed by MSD and for the restoration of basement drywall and yard that was damaged as a result of actions by MSD. Copies of receipts for this restoration are included in the original claim (enclosed). Also enclosed, please find images of MSD representatives removing carpet from the basement at 3377 Blue Rock Road.

Check one:

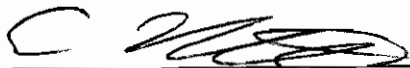


I would like to appear in person to explain my position to the Court.



I do not need to appear in person. I would like the Court to issue a decision based on its review of this form and the attached documents.

Signature:



Date:

9/8/08

**** File this form and any relevant documents at the Clerk of Court's office in Room 103 of the Federal Courthouse, 100 E. 5th Street, Cincinnati, OH 45202; and send a copy to the City of Cincinnati, c/o Terry Nestor, 801 Plum St., Room 214, Cincinnati, OH 45202, and/or Fax: 513-352-1515.**

[DESCRIPTION OF DISAGREEMENT – CONTINUED]

Within 24 hours of reporting the WIB event, and MSD making repairs on the opposite side of the street, I was contacted by an MSD customer service agent who offered to provide all assistance possible in the clean up of our basement necessitated by the sewer back-up. While I don't now fully understand this offer for assistance (based on MSD's subsequent denial of responsibility) it was certainly appreciated at the time.

Approximately one week later, MSD (or possibly a contractor representative of MSD) arrived at the residence and met with co-owner James Martin. During the ensuing conversation Mr. Martin was assured that MSD was committed to assisting with the "mess they caused." The representative stated that all property that was damaged would be replaced, including carpet, drywall, interior door and kitchen floor. Mr. Martin was told that any electrical problems would be repaired. He was then told that we had the option to have MSD arrange for these repairs, or we could have the repairs done ourselves and be reimbursed for the expense. The representative implied that the latter would be the faster option. Since we had already granted a contract release to our tenant because of the deplorable basement conditions, we opted to make the repairs to mitigate the loss of rental income.

Based on the statements made in the letter rejecting the claim, at the time they arrived at our house MSD should have been fully aware if the property owners had any responsibility for the clean up and repairs. Yet that vital information was withheld from us. Instead, MSD representatives entered the house. Every square inch of carpet in the basement was cut out and removed, even though some sections had never been wet. MSD representatives removed and discarded an interior door and cut out approximately one foot of drywall around the entire perimeter of the basement. This damage was done by MSD. It was allowed by us only following their specific and direct representation that it was MSD's responsibility and that the City of Cincinnati would be paying for our repairs to the house. Had we been informed that the malfunction of the sewer could be our responsibility, many alternatives for repair would have been explored prior to permitting the damage inflicted by MSD representatives.

This entire situation is regrettable as it has cost us thousands of dollars in lost rent, repairs and time. But clearly MSD is responsible for the actions and representations of its employees (or contractors) on which we relied. Unfortunately, their actions directly resulted in damage to the residence at 3377 Blue Rock Rd. for which we seek compensation.

METROPOLITAN SEWER DISTRICT
REVISED WATER-IN-BASEMENT CLAIM SUMMARY
WIB #2467 – 3377 Blue Rock Road

- | | | |
|----|---|--|
| 1) | Professional services rendered
for repair of basement. | <u>Lane Construction – Matt Lane</u>
\$750 (invoice attached) |
| 2) | Replacement and installation
of carpet in basement. | <u>Dalton Direct Flooring</u>
\$1,597.50 (receipt attached) |
| 3) | Supplies for restoration of front
Yard (gravel) | <u>Blue Rock Mulch & Landscape</u>
\$75.26 (receipt attached) |

CLAIM TOTAL = \$2,422.76





**METROPOLITAN SEWER DISTRICT
OF GREATER CINCINNATI**

1600 Gest Street
Cincinnati, Ohio 45204
513•244•1300
www.msdc.org

James A. Parrott
Executive Director

June 9, 2008

Eric Radtke
4203 Brandonmore Drive
Cincinnati, Ohio 45255

RE: Water in Basement claim for 3377 Blue Rock

Dear Mr. Radtke:

An investigation of your claim has determined that the sewer back-up that occurred in March of this year was the result of a problem in the building lateral and not a problem originating in the public sewer. MSD repaired that part of your lateral within the street; MSD is responsible for the repair of all building laterals within streets. However, because the building lateral is owned by the owner of the building served by the lateral and not MSD, MSD must reject your claim for damages.

If you disagree with the City's disposition of your claim, in accordance with an order in the Consent Decree case, Federal District Court case # C-1-02-107, you may file a Request for Review with the Federal Court in Cincinnati, Ohio. You should file your Request within 90 days with the Clerk's Office of the Federal Court located in the Potter Stewart U.S. Courthouse, Room 103, 100 East 5th Street, Cincinnati, Ohio 45202. You may call the court-appointed Ombudsman, the Legal Aid Society, at (513) 362-2801 for further information concerning your rights under the Consent Decree.

Alternatively, you may appeal the decision through standard legal process in the courts of Hamilton County in the Hamilton County Municipal Court or the Court of Common Pleas. Both of these courts are located at 1000 Main Street.

Customer Service
513•352•4900

Emergency Service
513•352•4900

Sincerely,


Dorothy Carman
Assistant City Solicitor



MARAD HOLDINGS, LLC

May 22, 2008

City of Cincinnati Law Department
Cincinnati City Hall, Room 214
801 Plum Street
Cincinnati, OH 45202

RE: MSD/WIB #2467, 3377 Blue Rock Rd., Cincinnati, OH 45239

To Whom It May Concern:

Please find enclosed a Metropolitan Sewer District (MSD) Water-In-Basement Claim Form for the residence at 3377 Blue Rock Rd owned by Messrs. Eric Radtke and James Martin.

The first water-in-basement incident at this residence occurred in November 2007 and was minimal. Our first course of action was to contact a plumber to evaluate the situation. The plumber, as noted on the Claim form, did not determine a cause for the backup, even after use of a snake and camera, other than to determine that the lateral lines on our property were intact and the system was functioning normally.

In March 2008, the basement once again flooded resulting in damage to carpeting and drywall. MSD was immediately notified and, as the investigative record shows, determined there to be a malfunction of the lateral line under the control of MSD.

The residence on Blue Rock Road was tenant-occupied. Shortly after this incident, the tenant demanded, and was granted, a release from the Lease Agreement by the owners due to the loss of use of the basement (which included a bedroom) and the deplorable conditions that resulted from the water-in-basement incident.

We are seeking reimbursement for the damage incurred to the residence as well as for the loss of rental income directly caused by the uninhabitable conditions resulting from this occurrence. While we believe the true financial loss to be the remaining unpaid rent on the Lease Agreement as well as costs to maintain the home normally paid by the renter, we are seeking reimbursement for only two months of uninhabitable conditions.

A summary of our claim follows. Your immediate attention to this matter is appreciated, as we have already incurred significant financial hardship as a result of this incident. I may be reached at 513.708.0140 should you have any additional questions.

Sincerely,



Eric Radtke

METROPOLITAN SEWER DISTRICT
WATER-IN-BASEMENT CLAIM SUMMARY
WIB #2467 – 3377 Blue Rock Road

- | | | |
|----|---|--|
| 1) | Professional services rendered
for evaluation of WIB incident. | <u>David Bubbly - Plumber</u>
\$250 (invoice attached) |
| 2) | Professional services rendered
for repair of basement. | <u>Lane Construction – Matt Lane</u>
\$750 (invoice attached) |
| 3) | Replacement and installation
of carpet in basement. | <u>Dalton Direct Flooring</u>
\$1,597.50 (receipt attached) |
| 4) | Supplies for restoration of front
Yard (gravel) | <u>Blue Rock Mulch & Landscape</u>
\$75.26 |
| 5) | Loss of Rental Income | <u>April – May (\$825 per month)</u>
\$1,650 (Lease attached) |

CLAIM TOTAL = \$4322.76

INVOICE

#3629

LANE CONSTRUCTION

5792 West Fork Rd.
Cincinnati, Ohio 45247
(513)477-9144

Submitted to: Eric Radtke

Date: 5-10-08

Name:

Address: 4203 Brandonmore Dr.
Cincinnati, Ohio 45255

Phone: 513-708-0140

Job Location: 3377 Blue Rock Rd.

We have furnished the materials and performed the labor necessary for the completion of the following:

- Complete drywall installation, finishing and painting
- Install new interior door in basement and paint
- Replace circuit breaker on overloaded electrical circuit
- Install new base board trim in basement

Total: \$750.00



Prompt payment of this invoice is appreciated. Payment to be mailed to the address noted on the top of this form. We thank you for your business and if we can be of further assistance please contact us.

Contractor Signature: _____

TO Eric Radtke
MARAD Holdings
4203 Brandonmore Dr.
Cincinnati, OH 45255

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	3377 Blue Rock Road	Due upon receipt	

[illegible]

SUBTOTAL \$	250.00
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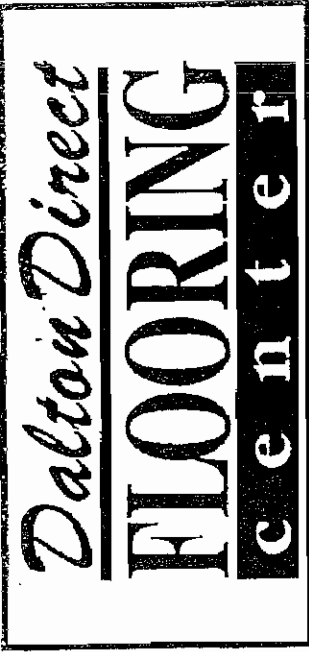
SALES TAX

TOTAL \$ 250.00

THANK YOU FOR YOUR BUSINESS!

CUSTOMER COPY

ORDER DATE 4-5-08
 NAME Marad Holdings Inc. to Mike Martin
 ADDRESS 4203 Brandenmore Dr Popi 3377 Blue Rock
 CITY/STATE Cinthi 45239
 SALES PERSON MR. PICK-UP DATE
 513 923 9772 513 886 3989



AREA	PAD	DESCRIPTION	FIBER	COLOR	MILL	DES #	COLOR #	SIZE	UOM	PRICE	AMOUNT																
		Accelerator		Black				12x75		1.50	1500.00																
		area						1000																			
		in																									
		Empire House																									
		No Trap																									
SPECIAL INSTRUCTIONS: Subject to measure Used B-4 Edge/Mouth VINYL CASH AND CARRY REQUIREMENTS MET? <input type="checkbox"/>																											
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PAYMENT TERMS																											
OTHER (PI EASF SPECIFY)																											

PLEASE READ REVERSE SIDE
 Terms and conditions contained on reverse side are an integral part of this contract which purchaser hereby agrees to. Purchaser's cancellation of this order is subject to a cancellation charge of 15% of the purchase price in accordance with the terms and conditions on the reverse side.

PURCHASE CONTRACT: By signing this form, purchaser enters into binding contract with seller, subject to adjustments for current sales tax, estimates and conditions not covered under this agreement.

SIGNED:

TAX DATA	EXEMPT <input type="checkbox"/>	STATE	COUNTY
SUB TOTAL			
SUB TOTAL			
TAX			
TOTAL PRICE			
DOWN PAYMENT			
UNPAID BALANCE			

STORE LOCATIONS

Kentucky
 Turfway
 PH: 859-282-4100
 FAX: 859-282-4104

Ohio
 Mason
 PH: 513-336-0451
 FAX: 513-459-1606

Colerain 4870
 PH: 513-354-4490
 FAX: 513-354-4899

Eastgate
 PH: 513-943-3434
 FAX: 513-943-3434

Franklin
 PH: 937-746-2886
 FAX: 937-743-1930

Kettering
 PH: 937-252-5225
 FAX: 937-252-6266

North Dayton
 PH: 937-898-6950
 FAX: 937-898-8950

Rental Contract

In consideration of the agreements of the Resident(s), known as DWIGHT DUNAWAY and JEANNE DUNAWAY, the owner hereby rents them the dwelling located at 3377 BLUE ROCK ROAD for the period commencing on the 1ST day of JULY, 2007 and monthly thereafter until JUNE 30, 2008, at which time this Agreement is terminated. Resident(s), in consideration of Owners permitting them to occupy the above property, hereby agrees to the following terms:

1. RENT: To pay as rental the sum of eight-hundred, twenty-five dollars (\$825.00) per month, due and payable in advance from the first day of every month. Failure to pay rent when due will result in the Owner taking immediate legal action to evict the Resident from the premises and seize the security deposit.
2. LATE FEE: Rent received after the first of the month will be subject to a late fee of ten percent of the monthly rental amount (10%) plus ten dollars (\$10.00) per day.
3. BAD CHECKS: Residents further agree to pay as a service charge the amount of twenty-five dollars (\$25.00) for any dishonored check, regardless of cause.
4. APPLIANCES: The above rental payment specifically EXCLUDES all appliances not permanently affixed. Appliances located at or in the property are there solely at the convenience of the Owner, who assumes no responsibility for their operation. In the event they fail to function after occupancy is started, the Resident may have them repaired at no cost to Owner or request Owner to remove them.
5. EXTRA VISITORS: To use said dwelling as living quarters only for 1 adults and 4 children, named JEANNE DUNAWAY, JOY DUNAWAY, JON DUNAWAY, MIKAYLA DUNAWAY, JAMIE DUNAWAY and to pay seventy-five dollars (\$75.00) each month for each other person who shall occupy the premises in any capacity other than visiting.
6. ACCEPTANCE OF PROPERTY: Resident accepts the "AS IS" condition of the property, waiving inspection of same by Owner and agrees to notify Owner of any defects. Resident further agrees to indemnify Owner against any loss or liability arising out of Resident's use of the property, including these using the property with Resident's consent.
7. MAINTENANCE: Resident agrees to maintain the premises during the period of this agreement. This includes woodwork, floors, walls, furnishings and fixtures, appliances, windows, screens doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Resident acknowledges specific responsibility for replacing and/or cleaning filters on a/c and heating units. Any damages caused to units because of not changing and cleaning filters will be paid for by the Resident. Tacks, nails, or other hangers nailed or screwed into the walls or ceilings will be removed at the termination of this agreement. Damage caused by rain, hail or wind as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping, whether caused by abuse or neglect is the responsibility of the Resident. Resident agrees to provide pest control in the event it is needed.
8. VEHICLES: Resident agrees never to park or store a motor home, recreational vehicle, or trailer of any type on the premises; and to park only 3 automobiles described as follows: ONLY ON THE PAVED DRIVEWAYS PROVIDED. Resident agrees that no vehicle may be repaired, nor may any vehicle be stored on the property without a current registration and tag, except in the garage. RESIDENT AGREES THAT ANY VEHICLE PARKED ON ANY UNPAVED AREAS OR VEHICLE WITHOUT A CURRENT REGISTRATION MAY BE TOWED AND STORED AT RESIDENT'S EXPENSE BY "DIRECT TOWING" OR OTHER TOWING
9. CLEANING: Resident accepts premises in its current state of cleanliness and agrees to return it in a like condition.
10. SECURITY DEPOSIT: Resident agrees to pay a deposit in the amount of eight-hundred dollars (\$800.00) to secure residents pledge of full compliance with the terms of this agreement. Note: THE DEPOSIT MAY NOT BE USED BY TENANT TO PAY RENT DURING THE TENANCY! The security deposit will be used at the end of the tenancy to compensate the Owner for any damages or unpaid rent or charges, and will be repaired at resident's expense with funds other than the deposit.
11. PETS: The Resident specifically understands and agrees:
 - A. No pet which is attacked-trained or vicious, with a history of biting people or other animals, or of property damage will be kept on the premises;
 - B. That the Resident is solely responsible for any and all damage to the owner's property including, but not limited to the premises, carpeting, draperies, blinds, wall coverings, furnishings, appliances, and landscaping, including the lawn, and shrubbery;
 - C. That in a like manner, he is responsible for any and all damage or loss to persons or property of others caused by the Resident's pet(s) and in this regard does hereby agree to hold the owner harmless for any such damage;
 - D. That all pet(s) should be card for and maintained in a humane and lawful manner;
 - E. That all pet waste shall be removed and disposed of promptly, including waste in neighbor's yards distributed by Resident's pets;
 - F. That all pets shall be maintained so as to not cause annoyance to others.

**METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI
WATER-IN-BASEMENT (WIB) CLAIM FORM**

GENERAL INFORMATION. *To be completed by claimant.*

Name of Claimant: Eric Radtke

Address of WIB: 3377 Blue Rock Rd.

City, Village or Township Cincinnati Zip Code: 45239

Unit #, if applicable - Day time phone number: 513-708-0140

Type of property: ✓ Single Family Residence
(check one)
 Multi-Family Residence (# of Units:)
 Business

When did this WIB occurrence begin: March, 2008

Did you report this WIB incident to MSD? ✓ Yes No

If you reported this WIB incident, when did you report it?

The day immediately following the report of WIB by tenant.

Number of times you have had WIB incidents in the past 1

Approximate dates of those incidents

November, 2007

Did a plumber or other qualified professional determine the cause of the back-up? If so, please provide a copy of a report from the plumber or other qualified professional setting out the basis for his/her conclusion. Please summarize that conclusion below.

A plumber, was contacted about the November 2007 incident. He visited the property twice, first using a wire for clean out and then a camera to evaluate the lateral lines from the home. A cause for the basement backup was not determined.

(7) **Diminution in Value:** Did you sell or have you tried to sell the property since the WIB? Do you believe that you received or were offered less than the full value because of the WIB incident? If so, please provide a report from an appraiser or other qualified professional quantifying the reduction in value attributable to the property's WIB status. Please also include any sale contracts or offers, as well as any declarations, documents or other evidence the you believe supports your claim.

No; however, this was a tenant-occupied residence as noted in the cover letter. As a result of the WIB incident the tenant requested and was granted a release from the Lease Agreement (copy attached). While the true loss of income is the rent for the remaining months on the Lease Agreement, we are seeking reimbursement for only two months of rental income loss (\$1,650).

Additional Diminution in Value Claim Questions:

Have you applied for MSD's WIB Prevention Program? If so, what was the result of your application? If not, why not?

No, we were not aware of MSD's WIB Prevention Program until this incident. We will be following up with MSD to determine eligibility.

In connection with the WIB situation that has given rise to your diminution in value claim, have you undertaken any other mitigation measures? If so, please describe below and attached any reports from engineers or other qualified professionals documenting the mitigation measures.

N/A

OTHER POTENTIAL CLAIMANTS.

We request this information in order to identify any other persons who may have claims for damages as the result of the WIB. Please complete any applicable section.

- (A) **RENTERS.** If you rent the property that experienced the WIB, please provide the following information about your landlord:

Name: _____
Address: _____
City: _____ State: _____
Phone Number: _____

- (B) **LANDLORDS:** If you own the property that experienced the WIB:

(1) Please provide the following information about each tenant, **co-owners, land contract holders** whom you believe may have incurred damage to personal property as a result of the WIB (attach a separate sheet of paper if necessary):

Name: _____
Address: _____
Telephone Number: _____ Unit #: _____

- (2) Please provide the following information:

Is the property held in the name of a corporation, partnership, _____ Yes
or other entity, rather than by individuals? _____ No

If yes, provide the name of the entity that owns the property?

- (3) Please provide the following information about how we can contact you:

Address: _____
City: _____ State: _____
Phone Number(s): _____

Determination: _____ Approved (Amount _____)

(Letter w/release sent on: _____)

(Signed release rec'd on: _____)

(Payment sent on: _____)

_____ Denied (Letter sent on: _____)

Additional Notes or Comments:

For damage to REAL PROPERTY (if part of your home was damaged by the backup)

- Age of your home or addition damaged
- Describe the damage
- Estimated cost of repair (or receipt if repair already completed)
- Pictures of the damage
- Report of engineer, appraiser or other qualified professional documenting that the described damage is the result of WIB incidents

If you have any questions or need additional information on filing your claim call the City Solicitor's Office, Claims Section at 352-4518.

Mail all claims to:

City Solicitor
City of Cincinnati City Hall Room 214
Re: MSDIWIB
801 Plum Street
Cincinnati, Ohio 452

70315928_1.DOC



1440 Granville Road
Newark, OH 43093-0001

Named Insured

B-16-3301-F508 F R

RADTKE, ERIC & MARTIN, MIKE
4203 BRANDONMORE DR
CINCINNATI OH 45255-3656

|||||

Policy Number	95-F1-5299-6	
Policy Period	Effective Date	Expiration Date
12 Months	APR 30 2007	APR 30 2008
The policy period begins and ends at 12:01 am standard time at the residence premises.		

Loan # 3263911
Mortgagee

AMTRUST BANK
ITS SUCCESSORS AND/OR ASSIGNS
PO BOX 11041
ORANGE CA 92856-8141

RENTAL DWELLING POLICY- SPECIAL FORM 3

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Location of Premises
3377 BLUE ROCK RD
CINCINNATI OH 45239-5100

Named Insured: Individual

Coverages & Property		Limits of Liability	Inflation Coverage Index: 188.0
Section I			Deductibles - Section I
A Dwelling		\$ 124,000	Basic \$ 1,000
Dwelling Extension		\$ 12,400	
B Personal Property		\$ 18,600	
C Loss of Rents		Actual Loss	
Section II			In case of loss under this policy, the deductibles will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.
L Business Liability (Each Occurrence)		\$ 300,000	
Annual Aggregate		\$ 600,000	
M Medical Payments (Each Person)		\$ 5,000	
Forms, Options, & Endorsements			Policy Premium \$ 471.00
Special Form 3	FP-8103.3		Discount Applied:
Fungus (Including Mold) Excl	FE-5722		Home Alert
Amendatory Endorsement	FE-8235		
Debris Removal Endorsement	FE-7540		
Bldg Ordinance or Law Covg 10%	FE-7570		
Lead Poisoning Exclusion	FE-7783		
Replacement Cost-Contents	Option RC		

Other limits and exclusions may apply - refer to your policy

Your policy consists of this page, any endorsements and the policy form. Please keep these together.

FP-8001.3C

1587 251 I
N 1S

Prepared MAY 25 2007

BRENT ARTER
513-777-4466

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit applying to the damaged property.

INFLATION COVERAGE

The limits of liability shown in the **Declarations** for Coverages A and B will be increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limits on a given date:

1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
2. multiply the resulting factor by the limits of liability for Coverage A and Coverage B separately.

The limits of liability will not be reduced to less than the amounts shown in the **Declarations**.

If during the term of this policy, the Coverage A limit of liability is changed at your request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

SECTION I - LOSSES INSURED

COVERAGE A - DWELLING AND COVERAGE B - PERSONAL PROPERTY

We insure for accidental direct physical loss to the property described in Coverage A and Coverage B, except as provided in Section I - Losses Not Insured.

vided in Section I - Losses Not Insured.

SECTION I - LOSSES NOT INSURED

1. We do not insure for loss to the property described in Coverage A and Coverage B either consisting of, or directly and immediately caused by, one or more of the following:
 - a. collapse, except as specifically provided in **SECTION I, ADDITIONAL COVERAGES for Collapse**;
 - b. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:
 - (1) maintain heat in the building; or
 - (2) shut off the water supply and drain the system and appliances of water;
 - c. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock;
 - d. theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is completed and occupied;
 - e. theft of any property which is not actually part of any building or structure;
 - f. mysterious disappearance;
 - g. vandalism and malicious mischief or breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
 - h. continuous or repeated seepage or leakage of water or steam from a:
 - (1) heating, air conditioning or automatic fire protective sprinkler system;
 - (2) household appliance; or
 - (3) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors;



WIB PROPERTY OFFSITE DISPOSAL REPORT

WIB No. 2467Customer Service Representative: J. A. ASLOHCustomer Name: MIKE MARTINAddress: 3377 Blue Rock City: CINTI

Zip: _____

Item Description	Quantity	Comments
Carpet	200 sq ft	
PAD	200 sq ft	
Daywall	20 sq ft	
Interior Door	1	
* Tenant removed most of the carpet before our arrival		

Cleanup Contractor: OUR M. J. CELLDate: 4-3-08Employee Signature: [Signature]Customer Signature: [Signature]

Printed Name: _____

Date: 4/3/08

By signing this report, I agree that the items listed above will be disposed of offsite and are eligible for inclusion in my claim.

